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8 Attorneys for Movant  
9 U.S. Bank National Association, as trustee, on behalf of the  
10 holders of the Home Equity Asset Trust 2007-2 Home Equity  
11 Pass-Through Certificates, Series 2007-2

12 UNITED STATES BANKRUPTCY COURT  
13 EASTERN DISTRICT OF CALIFORNIA

14 In Re:	)	CASE: 09-47133-C-7
	)	
15 ROBERT A. RAMIREZ aka ROBERT	)	CHAPTER 7
16 AGUIRRE RAMIREZ and ALICIA R.	)	
17 RAMIREZ aka ALICIA REGINA RAMIREZ	)	REF.: ASW-1
	)	
18 Debtors.	)	MOTION FOR RELIEF FROM
	)	THE AUTOMATIC STAY
	)	AND DECLARATION OF
	)	JO-ANN GOLDMAN IN
	)	SUPPORT THEREON
	)	
	)	DATE: 3/30/10
	)	TIME: 9:30 am
	)	CTRM: 35
	)	U.S. Bankruptcy Court
	)	501 I Street
	)	Sacramento, CA

19 \_\_\_\_\_  
20  
21 The Motion of U.S. Bank National Association, as trustee, on  
22 behalf of the holders of the Home Equity Asset Trust 2007-2 Home  
23 Equity Pass-Through Certificates, Series 2007-2 respectfully  
24 shows as follows:

25 1. This Court has jurisdiction over this proceeding  
26 pursuant to 28 U.S.C. Sections 157 and 1334.  
27

1           2. This Motion is brought pursuant to Local Rule 9014-1  
2 (f)(1)(ii) written opposition, if any, to the granting of the  
3 Motion shall be in writing and shall be served on the moving  
4 party and filed with the Clerk by the responding party at least  
5 fourteen (14) days preceding the noticed date of the hearing.  
6 Unless written opposition and supporting evidence are timely  
7 filed with the Court, without good cause, no party will be heard  
8 in opposition to the Motion at oral argument. Failure of the  
9 responding party to timely file written opposition may be deemed  
10 a waiver of any opposition to the granting of the Motion.

11           Opposition to the Motion shall be served on counsel for  
12 Movant as follows:

13 THE WOLF FIRM  
14 2955 Main Street, Second Floor  
15 Irvine, CA 92614  
16 Tel (949) 720-9200  
17 Fax (949) 608-0128

18           3. On December 11, 2009, a petition under Chapter 7 of the  
19 Bankruptcy Code was filed by the Debtors.

20           4. MICHAEL D. McGRANAHAN Trustee is the Chapter 7 Trustee  
21 for this case.

22           5. Movant is, and at all times herein mentioned was a  
23 corporation organized and existing under the laws of the United  
24 States.

25           6. Movant is the beneficiary under a Deed of Trust which  
26 secures a Promissory Note ("Note") in the principal sum of  
27 \$288,000.00, with the Note all due and payable on February 1,  
2037. The Note and Deed encumber real property commonly known  
as:

3329 Pumphouse Court, Modesto, CA 95356 ("Property")

1 and legally described as set forth in the Deed of Trust, which is  
2 attached to the Declaration of JO-ANN GOLDMAN.

3 7. The beneficial interest under the Deed of Trust is  
4 currently held by Movant. See Declaration of JO-ANN GOLDMAN.

5 8. There was a default under the terms of the Note and Deed  
6 of Trust and on November 25, 2009, Movant caused to be recorded a  
7 Notice of Default and Election to Sell.

8 9. The Property is not Debtors' principal residence.

9 10. As of February 16, 2010, the Debtors have failed to  
10 tender 10 of the contractual payments which have fallen due under  
11 the Note and Deed of Trust.

12 11. The total amount due under Note and Deed of Trust as of  
13 February 16, 2010, exclusive of attorneys fees and costs, was  
14 approximately \$307,229.44. See Statement of Indebtedness  
15 attached hereto as Exhibit "1".

16 12. Movant requests the Court take Judicial Notice that the  
17 Debtors' Schedule "A" provides the fair market value of the  
18 Property to be approximately \$123,000.00. A true and correct  
19 copy of Schedule "A" is attached hereto as Exhibit "2" and  
20 incorporated by reference.

21 13. Due to the liens, encumbrances and arrearages existing  
22 against the Property, and due to current market trends and costs  
23 of sale, the Debtors do not have any equity in the Property.

24 14. The Debtors have no reasonable prospect for  
25 reorganization and the Property is not necessary for an effective  
26 reorganization.

1           15. Movant does not have, and has not been offered,  
2 adequate protection for its interest in the Property and the  
3 passage of time will result in irreparable injury to Movant's  
4 interest in the Property including, but not limited to, loss of  
5 interest and opportunity.

6           16. For all the reasons set forth herein, there is cause  
7 for relief from stay including, but not limited to, lack of  
8 adequate protection and the Debtors' failure to make the required  
9 Deed of Trust payments.

10           WHEREFORE, Movant prays for the judgment against Respondents  
11 as follows:

12           (1) That the automatic stay be terminated or annulled so  
13 that Movant may exercise or cause to be exercised any and all  
14 rights under its Note and/or Deed of Trust and any and all rights  
15 after the foreclosure sale, including, but not limited to, the  
16 right to consummate foreclosure proceedings on the property and  
17 the right to proceed in unlawful detainer;

18           (2) For reasonable attorneys' fees;

19           (3) For the waiver of the 14 day stay pursuant to  
20 Bankruptcy Rule 4001(a)(3).

21           (4) For such other and further relief as the Court  
22 deems just and proper.

23 Dated: 2/26/10

/s/ Alan Steven Wolf  
ALAN STEVEN WOLF  
Attorneys for Movant  
U.S. Bank National Association, as  
trustee, on behalf of the holders of  
the Home Equity Asset Trust 2007-2  
Home Equity Pass-Through  
Certificates, Series 2007-2

# EXHIBIT 1

MOVANT'S STATEMENT OF INDEBTEDNESS

Debtors: RAMIREZ  
CASE NO.: 09-47133-C-7  
PROPERTY ADDRESS: 3329 Pumphouse Court  
Modesto, CA 95356

A. APPROX. PRINCIPAL DUE AS OF February 16, 2010:

1st trust deed Select Portfolio	= \$	285,682.70
TOTAL	= \$	285,682.70

B. APPROX. DELINQUENCY ON ABOVE INDEBTEDNESS AS OF 02/16/10:

Movant's first trust deed payments and late charges:

10 payment(s) at	\$	2,007.90	= \$	20,079.00
		Accrued Late Charges	\$	301.17
		Recoverable Balance	\$	1,166.57
		TOTAL	\$	21,546.74

C. VALUE OF PROPERTY: \$ 123,000.00

D. LESS TOTAL OF PRINCIPAL AND DELINQUENCY: \$ 307,229.44

E. GROSS EQUITY (D-C)\*: \$ -184,229.44

# EXHIBIT 2

In re Robert A Ramirez & Alicia R Ramirez

Case No. \_\_\_\_\_

Debtor

(If known)

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
3329 Pumphouse Ct. 3bed 2bath Single Family Rental Property 3329 Pumphouse Ct, Modesto, CA 95356	Fee Simple	W	123,000.00	285,682.70
855 Colonial Ln. 5Bed 3Bath Single Family Primary Residence 855 Colonial Ln, Tracy, CA 95376	Fee Simple	C	253,000.00	555,043.00

Total ➤

376,000.00

(Report also on Summary of Schedules.)